

The 27th March, 1973

NOTIFICATION P.W.D.B. & R/324/R.—Whereas the Governor of Haryana is satisfied that land specified below as needed by the Government at public expense for public purpose namely in the construction of Roads from Pundri-Ryand road to Shirda village in Karnal District, it is hereby declared that the land described in the specification below is required for the aforesaid purpose.

This declaration is made under the provision of section 6 of the Land Acquisition Act, 1894 to all whom it may concern and under the provisions of Section 7 of the said act and Land Acquisition Collector, P.W.D. B. & R. Branch, Haryana Ambala Cantt., hereby directed to take orders for the acquisition of the said land.

Plans of the land may be inspected in the offices of the Land Acquisition Collector, Haryana P.W.D.B.&R. Branch Ambala Cantt. and the Executive Engineer, Construction Division P.W.D. B. & R. Branch Kaithal I.

SPECIFICATION

Serial No.	District	Tehsil	Locality	Area in acres	Remarks Khasra No.
1	Karnal	.. Kaithal	.. Shirdha	.. 1.21	No. Khasra or existing path 188.

(Sd.) ..,
Superintending Engineer,
Ambala Circle.

CORRIGENDUM

In the *Haryana Government Gazette*, dated March, 13, 1973, Part I, Page 400, Notification No. 28 GA/87-E/970, dated the 6th March, 1973, please recd the name of Village, in the statement as "Karna" instead of "Karona".

CORRIGENDUM

In the *Punjab Government Gazette*, dated December 15, 1973, Part I, Page 1440, in the specification, under col. direction, ninth line, the word 'to' may be omitted.

HOUSING DEPARTMENT

The 15th March, 1973

No. 453-IHG(121)-73/7381. The Governor of Haryana is pleased to constitute the State Advisory Committee for Housing Department and to appoint the following to be its members:—

1. Shri Ram Kishan Azad, M.L.A.
2. Shri Prem Sukh Dass, M.L.A.
3. Shri Partap Singh Tyagi, M.L.A.
4. Shri Manga Ram, M.L.A.
5. Shri Abdul Razzaq, M.L.A.
6. Shri Joginder Singh, M.L.A.
7. Shri Brij Mohan Goyal, V&P.O. Beri, District Rohtak.
8. Commissioner and Secretary to Government Haryana, Housing Department Member Secretary.

2. The Committee will meet under the Chairmanship of the Minister-in-charge and in his absence the Minister of State/Deputy Minister concerned. In case neither of them is present one of the non-officials present at the meeting will preside over it as may be mutually agreed upon by the members present.

3. Three members present of whom atleast one is a non-official member shall form a quorum for a meeting.

4. The term of the committee will normally be two years but the Government may by express order reconstitute it at an earlier date.

5. The headquarters of the committee will be at Chandigarh.

6. The functions of the Committee will be to advise the Minister-in-charge on general policy matters and specific programmes. The meetings will also afford a forum for ventilating public grievances relating to the Housing Department.

7. For any matter intended to be raised at the meeting, due notice shall be given to the Secretary to Government, Haryana, Housing Department in the State at least one month before the date of the said meeting.

8. The members of the Committee will draw Travelling Allowance as under :—

- (a) The Legislators in their *ex-officio* capacity under the Punjab Legislative Assembly (Allowance of Members) Act, 1942, and the Rules made thereunder, as in force at present or may be amended hereafter.
- (b) Non-official other than M.L.As. at one 1st Class railway fare plus incidental allowance and road mileage as admissible to a first grade Government employee drawing a pay of Rs 1,000 and Rs 9.00/11.25/13.50 in Plains/Hills/Special Hill tracts as daily allowance. The other condition laid down in the Punjab Travelling Allowance Rules for Government employees will also apply to journeys performed by non-official member except where otherwise provided.
- (c) The expenditure on account of T.A. Bills of the Members will be debitible to the Head "71—Miscellaneous—C—Special Commission of Enquiry—State Advisory Committee on Housing Department". The T.A. Bills of the Members of the Legislature will, however, continue to be countersigned by the Secretary, Haryana Vidhan Sabha and in the case of non-official Member by the Under-Secretary to Government, Haryana, Local Government Department.
- (d) The Travelling Allowance for attending the meetings of the Committee shall be allowed to the members from their permanent place of residence to the place of meeting. If, however, a member attends a meeting from a place other than the place of his permanent residence, T.A. shall be allowed to him either from the place of his residence or from where he attends the meeting whichever is less.
- (e) The T.A. and D.A. will be admissible to the non-official member (other than M.L.As.) on the production of a certificate to the effect that no T.A. in respect of the journey or D.A. for the period mentioned in the bill has been or will be claimed by him from any other official source.

This issues with the concurrence of the Finance Department,—*vide* their U.O. No. 1206-4FC-73, dated 7th March, 1973.

L. C. GUPTA,

Commissioner and Secretary.

LABOUR DEPARTMENT

The 23rd March, 1973

No. 3034-4Lab-73/9755.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Haryana, Rohtak, in respect of the dispute between the workmen and management of M/s Emerson Pal Plastic, 3-A, N.I.T. Faridabad.

BEFORE SHRI O. P. SHARMA, PRESIDING OFFICER, LABOUR COURT, HARYANA,
ROHTAK

Reference No. 252 of 1971

Between

SHRI BHAGWAN DASS AND THE MANAGEMENT OF M/S EMERSON PAL PLASTIC,
3-A, N.I.T., FARIDABAD

Present.—

Shri Bhim Singh Yadav, for the workman.

Nemo, for the management.

AWARD

By order No. ID/FD/702-D-71/40050, dated 14th December, 1971, of the Governor of Haryana, the following dispute between the management of M/s Emerson Pal Plastic, 3-A, N.I.T., Faridabad and its

workman Shri Bhagwan Dass was referred for adjudication to this court, in exercise of the powers conferred by clause (c) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947.

"Whether the termination of services of Shri Bhagwan Dass was justified and in order ? If not, to what relief is he entitled ?"

Usual notices were given to the parties. The management has elected not to appear and contest the claim of the workman in spite of service. Evidence of the workman has been recorded.

From the statements on oath of the workman and his authorised representative Shri Bhim Singh Yadav W.W. 2, it is clear that this workman had joined service with the respondent factory as a Machine Operator at Rs 90 per mensem in February, 1970 and that his services were terminated by the management without any notice or charge-sheet. It is further proved that he had approached the management for his reinstatement and payment of back wages but without success. He then gave the demand notice to the management through the Union but without any response. The matter was then taken up before the Conciliation Officer. The management, however, not appeared even in the conciliation proceedings and hence the failure report of the Conciliation Officer leading to the present reference.

From the statement of the workman it is further established that during this period he has not been gainfully employed anywhere. I have no reason what ever to disbelieve the statements on oath of the workman and his authorised representative Shri Bhim Singh Yadav, Union Leader. The order of the termination of services of the workman by the management is, therefore, held to be not justified and in order and he is entitled to reinstatement with continuity of his previous service and full back wages. He is also entitled to Rs 50 as costs of the present proceedings. The award is made accordingly.

O. P. SHARMA,

Dated 15th March, 1973.

Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. T/21, dated the 15th March, 1973

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

O. P. SHARMA,

Presiding Officer,
Labour Court, Haryana,
Rohtak.

The 28th March, 1973

No. 3158-4Lab-73/9998.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Sole Arbitrator and Deputy Labour Commissioner, Haryana, Chandigarh, in respect of the dispute between the workmen and management of M/s Bharat Steel Tubes Ltd., Ganaur, district Sonepat.

BEFORE SHRI J. D. MEHTA, DEPUTY LABOUR COMMISSIONER, HARYANA,
CHANDIGARH AND SOLE ARBITRATOR

In the matter of Industrial Dispute between the Management of M/s Bharat Steel Tubes Ltd., Ganaur, district Sonepat and Shri M.L. Huria, workman, village and post-office Madlauda, district Karnal
Present.—

1. Shri M. L. Huria, workman concerned.
2. Sarvshri L. R. Pruthi and J. P. Jain, for the management.

AWARD

I was appointed as Arbitrator under section 10-A of the Industrial Disputes Act, —*vide* Haryana Government notification No. ID/RK/39-72/36163, dated 20th September, 1972, to arbitrate in the dispute, —*vide* Demand Notice, dated 22nd June, 1972, regarding reinstatement of Shri M. L. Huria.

The usual notices were issued to the parties. Thereupon the workman filed his statement of claims while the management filed their written statement. Both the parties pleaded their view points and also filed written arguments.

The precise point for determination in the instant case is whether the workman would be deemed to have been confirmed on the expiry of 6 months (i.e., expiry of probation period) or at least after 20 days thereafter.

The workman in order to substantiate his claim that he should have been deemed to have confirmed has pleaded and argued that, the management could not extend the period of probation beyond the limit as laid down under the Certified Standing Orders and even the consent given by him would not entitle the management to extend the period.

On the other hand the case of the management is that the circumstances in this case were peculiar, because the purpose of the probation period is to adjudge the suitability of a workman for confirming in the employment or else to terminate his service if not found suitable. Admittedly the workman met with an accident within 1½ months period of his appointment and was under treatment of E.S.I. Hospital throughout. Since the management could not adjudge his suitability, they extended his probation period during the period of sickness when he was in receipt of sickness benefits under the E.S.I. Act, the workman gave his consent to the said extensions voluntarily conveyed by him through post. The probation further continued to be extended in the same manner till he joined duty with a fitness certificate and was kept under observation for remaining period and extended probation in the above manner, when his services were ultimately terminated on the expiry thereof.

The management also stressed that during extension, a ban was imposed upon them to terminate the service during sickness period by virtue of section 73 of the E.S.I. Act and unless that ban was removed that could not effect the order of termination after the expiry of prescribed period of probation and therefore management was acting in the most bona fide manner. Had the workman not agreed to the extension and his services would be terminated during sickness, than it could be said the workman himself was not interested to be retained in employment on extended probation and ban under section 73 of the E.S.I. Act would not have operated against the management.

The above proposition of law has not been assailed by the workman.

In view of the pleadings of both the parties, I have to harmonise the situation in the light of the Standing Orders and also the ban imposed by section 73 of the E.S.I. Act. A careful reading of the following relevant Standing Orders :W

"Permanent workman is one who has been engaged on permanent basis and includes any person who has completed the probationary period of three months subject to further extension upto another three months to the entire satisfaction of the Management and has been confirmed by an order in writing. If at the end of the original or extended probationary period a workman is not so confirmed in writing within twenty days, he shall be deemed to have been confirmed."

Would show that the above provision envisaged a maximum period of probation to be six months and 20 days time thereafter has been given to the management to make up their mind either to pass confirmation order or terminate the services but if no orders are passed, their intention is that the workman is confirmed.

In a number of statutes while computing the actual period of service the extended meaning has been given by including the period of sickness etc. to compute the working days of service. For instance under the Factories Act, 1948, for the purpose of entitlement of leave, such days of sickness have to be computed although the worker may not earn leave for such days. Similarly under the Industrial Dispute Act, the period of 240 days working has been given an extended meaning. The omission of these extended meaning for the purpose of computing the probation period does indicate that it was not the intention to include the period of sickness for the purpose of computation of probation period in the Certified Standing Orders of the company.

In these circumstances it could therefore be said that the period of probation could be extended to the extent the workman remained under sickness.

Section 73 of the E.S.I. Act does impose a ban for termination of employment during the period a workman is in receipt of medical benefit. In case the Standing Orders are construed and interpreted in the manner suggested by the workman, it would make the provision of standing orders un-workable as every worker after or near about the expiry of probation period may proceed on sick leave, because the Management would be handicapped to terminate his employment during the period, that he would be deemed to be confirmed. This could in my opinion never be the intention of Standing Orders and such an interpretation would be detrimental for retention of suitable persons in employment.

The entire trend of arguments on the point really poses a situation which is not free from doubt. The entire case law cited by the parties does not fit in, to clinch the issue, as in none of the cases the circumstances relevant in the present case were similar in nature and were not on points in issue. It is not the case of the workman that the management was not acting in a bona fide manner or that the workman was victimised for any extraneous reasons. On the other hand, there is evidence that the Management in order to give him an opportunity to show his worth extended his probation period as it had no opportunity to examine the same during the period of sickness. And even if he would be deemed to have been confirmed, the Management

could terminate his service as a discharge simpliciter being not satisfied with his work and in that case the workman would be entitled to one month's wages as notice pay.

In a number of cases it has been held by the supreme Court that mere contravention of section 33 would not entitle a workman to reinstatement and such cases are to be decided by the adjudicators on merits of each case.

In this case also the management has proved that they have been acting in a bona fide manner and even if it is assumed that there was any illegality it would not make the termination void ab initio.

In view of the doubt of the legal position created in this case and considering the whole circumstances as well as the ban imposed under section 73 of the E.S.I. Act, it would meet ends of justice, if the worker is awarded some compensation. Taking into consideration his actual period of service and employment injury suffered by him, I award that the management should pay three months wages as compensation to the workmen (i.e. Shri M. L. Huria).

J. D. MEHTA,

Sole Arbitrator &
Dy. Labour Commissioner, Haryana.

Endorsement No. 9779, dated Chandigarh, the 7th March, 1973.

Forwarded (four copies) to the Secretary to Government, Haryana, Labour and Employment, Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

J. D. MEHTA,

Sole Arbitrator, &
Dy. Labour Commissioner, Haryana.

The 2nd April, 1973

No. 3402-4Lab-73/10358.—In pursuance of the provisions of section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Haryana, Rohtak, in respect of the dispute between the workmen and management of M/s H. P. Industries, Mathura Road, Faridabad.

BEFORE SHRI O. P. SHARMA, PRESIDING OFFICER, LABOUR COURT, HARYANA,
ROHTAK

Reference No. 100 of 1972

Between

SHRI JAGDISH PARSHAD AND THE MANAGEMENT OF M/S H. P. INDUSTRIES,
MATHURA ROAD, FARIDABAD

Present :—

Nemo, for the workman.

Shri S. L. Gupta, for the management.

AWARD

The following dispute between the management of M/s H. P. Industries, Mathura Road, Faridabad and its workman Shri Jagdish Parshad was referred for adjudication to this court,—*vide* order No. ID/FD/72/11277-81, dated 31st March, 1972, of the Governor of Haryana, in exercise of the powers conferred by clause (c) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947.

“Whether the termination of services of Shri Jagdish Parshad was justified and in order ? If not, to what relief is he entitled ?”

On receipt of the order of reference usual notices were given to the parties. The management has pleaded settlement of the dispute as per the memorandum of settlement and the application of the workman dated 13th September, 1972, filed in the case. The workman was called upon to appear in person and admit or deny the said settlement according to which he is shown to have been taken back on duty by the management and in turn he has foregone his claim for back wages. He has, however, not cared to appear and his authorised representative Shri Roshan Lal Sharma state that he has no instructions from him to dispute the above settlement pleaded by the management.

"In the circumstances, the presumption is irrebuttable that the workman concerned has on being reinstated by the management given up his claim for back wages. There is thus no dispute left between the parties and a no dispute award is accordingly given. No order as to costs.

Dated : 20th March, 1973.

O. P. SHARMA,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 866, dated the 26th March, 1973.

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

O. P. SHARMA,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 3401-4Lab-73/10360.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Haryana, Rohtak in respect of the dispute between the workman and management of M/s Bata Shoe Co. (P) Ltd., Faridabad.

BEFORE SHRI O. P. SHARMA, PRESIDING OFFICER, LABOUR COURT, HARYANA, ROHTAK

Reference No. 115 of 1972

between

Shri Sudhendu Kumar Mitra and the management of M/s Bata Shoe Co. (P) Ltd., Faridabad.

Present :

Shri Sudhendu Kumar Mitra workman in person.

Shri A. M. Parikh for the management.

AWARD

By order No. ID/F.D./16-F-72/11171-75, dated 31st March, 1972 of the Governor of Haryana, the following dispute between the management of M/s Bata Shoe Co. (P) Ltd., Faridabad and its workman Shri Sudhendu Kumar Mitra was referred for adjudication to this court, in exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947.

"Whether the termination of services of Shri Sudhendu Kumar Mitra was justified and in order ? If not, to what relief he is entitled ?"

On receipt of the order of reference usual notices were given to the parties and they put in their respective written statements. The management has contested the claim of the workman on several grounds. To begin with, it has been urged that his employment was of casual nature at Rs 4/- per day and had automatically come to end without there being any order of the termination of his services by way of discharge or dismissal. He had no legal right to continue in the service of the management and the question of giving him benefit of continuity of service or back wages did not arise. It had further been contended that, as a matter of fact, no industrial dispute existed between the parties which could validly be referred for adjudication to this court. No notice of any dispute and/or demand had ever been received by the management from this workman or any recognised union nor had the workmen of this establishment espoused the demand.

Still another contention has been raised on behalf of the management that, as per the Standing Orders of the Company, a dispute has first to be referred to the works Committee according to the Grievance Procedure laid down in clause 32 of the Standing Orders and since this remedy has not been exhausted by the workman, the reference is bad in law. The workman has filed his rejoinder controverting the above pleas of the management.

Statements of Shri Sudhendu Kumar Mitra, workman concerned and Shri L.N. Narain, Personnel Officer of the management have been recorded. It is common ground between the parties that this workman had

joined service on 31st May, 1971 and his appointment was of a casual nature. The parties are further agreed that on 7th June, 1971 he had met with an accident in the course of his employment resulting into the loss of several fingers of his right hand for which he was treated at the E.S.I. Hospital since he was covered by the E.S.I. Scheme. The management made to him an exgratia payment of Rs 100.

In view of the clear admission of the workman himself that his appointment was of a casual nature and he had worked only for 6 or 7 days before meeting with the accident resulting into permanent partial disablement on account of the loss of several fingers of the right hand, the question of his being reinstated by the management after his discharge from the Hospital, with or without the continuity of his previous service, did not arise. He was not given any letter of appointment nor any letter of appointment, it has been stated, is given to such a casual worker. Apparently he had no lien on the job or any legal right to be taken back on duty. Even if it be assumed for the sake of argument that his appointment was not of casual nature, as contended by the management, and that he was a regular employee he had first to take recourse to the Grievance Procedure as, laid down in clause 32 of the Standing Orders of the Company, which have been placed on record, before taking up the matter for conciliation and since he had admittedly not exhausted this remedy no industrial dispute could be deemed to have existed which could validly be referred for adjudication under section 10 of the Industrial Disputes Act, 1947.

So, judged from whatever angle, on the admitted facts of the case there was no industrial dispute between the parties to validate the present reference and the same shall, therefore, stand rejected. No order as to costs.

Dated 20th March, 1973.

O. P. SHARMA,

Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 865, dated 26th March, 1973

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

O. P. SHARMA,

Presiding Officer,
Labour Court Haryana,
Rohtak.

No. 3400-4Lab-73/10364. In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Haryana, Rohtak in respect of the dispute between the workman and management of M/s Gurgaon Porcelian Works, Railway Road, Gurgaon.

BEFORE SHRI O.P. SHARMA, PRESIDING OFFICER, LABOUR COURT, HARYANA, ROHTAK.

Reference No. 132 of 1971

between

Smt. Sita Devi and the management of M/s Gurgaon Porcelian Works, Railway Road, Gurgaon.

Present. —

Shri Shardha Nand for the workman.

Shri D.C. Chadha for the management.

AWARD

The following dispute between the management of M/s Gurgaon Porcelian Works, Railway Road, Gurgaon and its worker Smt. Sita Devi was referred for adjudication to this court by order No. ID/GG/58-B-71/ 23132-36, dated 27th July, 1971 of the Governor of Haryana, in exercise of the powers conferred by clause (c) of sub-section (i) of section 10 of the Industrial Disputes Act, 1947.

"Whether the termination of services of Smt. Sita Devi was justified and in order ? If not, to what relief is he entitled ?"

On receipt of the order of reference, usual notices were given to the parties. The worker reiterated her claim for reinstatement and payment of back wages as earlier raised through the demand notice dated 24th February

1971 leading to the present reference. The management contested her claim mainly on the ground of her old age and poor eye-sight and my learned predecessor framed the following issue :—

“Whether the workman is physically unfit to perform his duties and for this reason the termination of the services was justified ?”

The parties have led their evidence on the above issue and statement of a Medical Officer has also been recorded. It is however, not necessary to go into the merits of the case as the parties have arrived at an amicable settlement. Smt. Sita Devi, worker has received payment of Rs 500 from the management through her authorised representative Shri Shardha Nand, General Secretary, Engineering Workers Union, Gurgaon against receipt, in full and final settlement of her all claims against the management giving up the right of reinstatement or re-employment. There is now no dispute left between the parties. The award is made in terms of the above settlement.

There shall be no order as to costs.

Dated the 24th March, 1973.

O.P. SHARMA,

Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 864, dated 26th March, 1973.

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

O. P. SHARMA,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

S. N. BHANOT,

Commissioner for Labour and Employment
and Secretary to Government, Haryana.